

The China Mail.

Established February, 1845.

VOL. XXXVIII. No. 5905.

第一廿六六年二十八百八千一英

HONGKONG, WEDNESDAY, JUNE 21, 1882.

日六初月五年壬王

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. AGAR, 11 & 12, Clement's Lane, Lombard Street, E. C. GEORGE STREET & Co., 30, Cornhill, GORDON & GOTCH, Ludgate Circus, E.C. BATES HENDY & Co., 37, Walbrook, E.C. SAMUEL DEACON & Co., 150 & 154, Leadenhall Street.

PARIS AND EUROPE.—GALLIEN & PRINCE, 36, Rue Lafayette, Paris.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally.—BEAN & BLACK, San Francisco.

SINGAPORE, STRAITS, &c.—SAVILE & Co., Square, Singapore. G. HEINZEN & Co., Manila.

CHINA.—Macao, Messrs A. A. DE MELLO & Co., Salvador; CAMPBELL & CO., AMoy, WILSON, NICHOLS & CO., Foochow; HEDGE & Co., Shanghai; LANE, CRAWFORD & Co., and KELLY & WALSH, Yokohama, LANE, CRAWFORD & Co.

Banks.

COMPTOIR D'ESCOMPTE DE PARIS.

(Incorporated 7th & 18th March, 1848.)

RECOGNISED by the INTERNATIONAL CONVENTION of 30th April, 1862.

CAPITAL FULLY PAID-UP.....£3,200,000.

RESERVE FUND.....£800,000.

HEAD OFFICE—14, Rue Bergere, PARIS.

AGENCIES and BRANCHES at:

LONDON, BOURBON, SAN FRANCISCO, MARSEILLE, BOULOGNE, HONGKONG, LYONS, CALCUTTA, HANKOW, NANTES, SHANGHAI, FOOCHEW, MELBOURNE, and SYDNEY.

LONDON BANKERS:

THE BANK OF ENGLAND.

THE UNION BANK OF LONDON.

Messrs C. J. HAMBRO & SON.

The Hongkong Agency receives Fixed Deposits on Terms to be ascertained on application, grants Drafts and Credits on all parts of the World, and transacts every description of Banking Exchange Business.

F. COCHINH.

Agent, Hongkong.

Hongkong, February 8, 1882.

ORIENTAL BANK CORPORATION.

(Incorporated by Royal Charter.)

PAID-UP CAPITAL.....£1,500,000.

LONDON BANKERS:

BANK OF ENGLAND.

UNION BANK OF LONDON.

BANK OF SCOTLAND, LONDON.

RATES OF INTEREST ALLOWED ON DEPOSITS.

At 3 months' notice 3% per Annum.

6 " 4 1/2 "

12 " 5 % "

Current Accounts kept on Terms which may be learnt on application.

Hongkong, June 1, 1882.

HONGKONG & SHANGHAI BANKING CORPORATION.

Paid-up Capital.....£5,000,000 Dollars.

RESERVE FUND.....£1,200,000 Dollars.

COURT OF DIRECTORS.

Chairman—H. L. DALEYMPLE, Esq.

Deputy Chairman—Wm. REINERS, Esq.

H. HOPIUS, Esq.

M. E. SASOON, Esq.

HOL. F. B. JOHNSON, C. VINCENT SMITH,

A. P. MC EWEN, Esq.

A. MOYER, Esq.

W. S. YOUNG, Esq.

F. D. SASOON, Esq.

CHIEF MANAGER.

Hongkong, THOMAS JACKSON, Esq.

MANAGER.

Shanghai, EWEN CAMERON, Esq.

LONDON BANKERS—London and County Bank.

HONGKONG.

INTEREST ALLOWED.

On Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

For Fixed Deposits—

For 3 months, 3 per cent. per annum.

6 " 4 1/2 "

12 " 5 % "

Local Bills Discounted.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON,

Chief Manager.

Office of the Corporation,

No. 1, Queen's Road East.

Hongkong, March 22, 1882.

Notices of Firms.

NOTICE.

We have been appointed Agents for the

MITSUBUSSAN KAISHA,

Tokio, at this Port.

GEO. R. STEVENS & Co.

Hongkong, February 1, 1882.

NOTICE.

The Interest and Premiums of

Mr. CHARLES KAHL in our Firm

Charged on the 30th April, 1882.

REISS & Co.

Hongkong, 1st May, 1882.

NOTICE.

The Interest and Premiums of

Mr. CHARLES KAHL in our Firm

Charged on the 30th April, 1882.

REISS & Co.

Hongkong, 1st May, 1882.

Auctions.

PUBLIC AUCTION.

THE Undersigned has received instructions to Sell by Public Auction, on

THURSDAY,

the 22nd day of June, 1882, at 2 p.m., at the "UNITED CLUB," No. 15, Staunton Street,

(Owing to the expiry of the Lease),

The Whole of the HOUSEHOLD FURNITURE and FIXTURES of the above Club.

Also,

A THURSTON'S BILLIARD TABLE (Steel Stand), with BALLS, &c., complete.

A PHILIPS' BILLIARD TABLE, with BALLS, &c., complete.

2 Sets of BOWLING ALLEYS, complete.

TERMS OF SALE.—Cash on delivery.

J. M. GUEDES,

Auctioneer.

Hongkong, June 14, 1882. jo22

PUBLIC AUCTION.

THE Undersigned has received instructions from the MORTGAGEE to Sell by Public Auction, on

FRIDAY,

the 23rd day of June, 1882, at 3 p.m., on the Premises,—

ALL THAT PIECE OR PARCEL OF

GROUNDS,

Situate at Victoria, Hongkong, measuring on the North on a Public Road 38 feet, on the South 38 feet, on the East 37 feet, and on the West side 37 feet; which said Piece or Parcel of GROUND is registered in the Land Office as INLAND LOT No. 235.

THE PREMISES are held from the Crown for the Residue of the term of 999 years from the 17th June, 1868. Together with the THREE HOUSES Nos. 10, 12 and 14, EAST STREET and TAI-PING-SHAH.

For further Particulars and Conditions of Sale, apply to

J. M. GUEDES,

Auctioneer.

or to

BRETERON & WOTTON,

Solicitors for the Mortgage.

Hongkong, June 14, 1882. jo23

PUBLIC AUCTION.

THE Undersigned will Sell by Public Auction, on

SATURDAY,

the 24th June, 1882, at 3 p.m., on the Premises, by Order of the MORTGAGEE,—

ALL THOSE PIECES OR PARCELS

OF GROUNDS,

Registered in the Land Office as SECTIONS A, B and C of INLAND LOT No. 800.

Together with the NINE HOUSES, Nos. 26, 28, 30 and 50A, BATTENY ROAD, and Nos. 111, 113, 115, 117 and 119, SECOND STREET.

The PREMISES are held for the Residue of the term of 999 years from the 20th April, 1863.

For further Particulars and Conditions of Sale, apply to

J. M. GUEDES,

Auctioneer.

or to

BRETERON & WOTTON,

Solicitors for the Mortgage.

Hongkong, June 14, 1882. jo24

PUBLIC AUCTION.

THE Undersigned has received instructions to Sell by Public Auction, on

MONDAY,

the 26th June, 1882, at 3 p.m., on the Premises,—

THE HOUSE No. 1, WEST STREET, registered in the Land Office as SECTION A of INLAND LOT No. 924.

For Particulars and Conditions of Sale, apply to

J. M. GUEDES,

Auctioneer.

or to

BRETERON & WOTTON,

Solicitors for the Mortgage.

Hongkong, June 14, 1882. jo25

PUBLIC AUCTION.

THE Undersigned has received instructions from the SECOND MORTGAGEE to Sell by Public Auction, on

SATURDAY,

the 1st day of July, 1882, at 3 p.m., on the Premises,—

Subject to an INDENTURE of MORTGAGE, dated the 22nd of September, 1879, for the sum of £50,000 and Interest due thereon.

ALL THAT PIECE OR PARCEL OF

GROUNDS,

Situate at Victoria, Hongkong, registered in the Land Office as MARINE LOT No. 35. Together with 4 Substantially-Built HOUSES known as the BARR BUILDINGS and 4 Large Granite GODDOWNS in PRAYA, with 17 HOUSES in QUEEN'S ROAD EAST. Monthly Rental for the above HOUSES £1,025.

The PREMISES are held for the Residue of the term of 990 years created by a Crown Lease, dated the 14th July, 1861.

For Sale.

MacEWEN, FRICKEL & Co.
No. 53, Queen's Road East,
(OPPOSITE THE COMMISSIONER),
ARE NOW LANDING, EX
A BRITISH BARQUE
"STILLWATER."

DEVON'S NONPARIEL
BRILLIANT
KEROSENE OIL,
150° test.

SPARTAN COOKING
STOVES.

FAIRBANKS SCALES.
OAKUM.
TAR.

TURPENTINE.

EX "AMERICAN MAIL"

CALIFORNIA
RACKER

COMPANY'S BISCUITS in 5 lb
time, and loose.
Alphabetical BIS-
CUITS.

Fancy Sweet Mixed
BISCUITS.

Ginger CAKES.

Soda BISCUITS.

Oyster BISCUITS.

Cracked WHEAT.
OATMEAL.

HOMINY.

CORNMEAL.

TOPCAN BUTTER.
Eastern and Californian CHEESE.

Bone CODFISH.

Prime HAMS and BACON.

Eagle Brand Condensed MILK.

PEACH and APPLE BUTTER.

Pickled OX-TONGUES.

Family PIG-PORK in cans and pieces.

Paragon MACKEREL in 5 lb cans.

Bon Ideal SALMON in 5 lb cans.

Cutting's Dessert FRUITS in 2 lb cans.

Assorted Canned VEGETABLES.

Potted SAUSAGE and Sausage MEAT.

Stuffed PEPPERS.

Assorted PICKLES.

MINCEMEAT.

COMB HONEY in Original Frames.

Richardson & Robbin's Celebrated Potted MEATS.

Richardson & Robbin's Curried OYSTERS.

Lunch TONGUE.

McCart's Sugar LEMONADE.

Clam CHOWDER.

Smoked SALMON.

Green TURTLE in 2 lb cans.

&c., &c., &c.

A LARGE ASSORTMENT OF STORES,
including:

TEISSONNIER'S DESSERT FRUITS.

ALMONDS and RAISINS.

PICNIC TONGUES.

COOCOTINA.

VAN HOUTEN'S COCOA.

LIEDEK'S & ERU'S COCOA.

FRENCH PLUMS.

PATE DE FOIE GRAS.

MINCEMEAT.

SAUSAGES.

BRAINS.

ISIGNY BUTTER.

DANISH BUTTER.

BREAKFAST TONGUES.

ANCHOVIES.

ASPARAGUS.

SOUPS, &c.

WINES AND SPIRITS.

CHAMPAGNES.

HENNESSY'S MONOPOLY & WHITE SEAL.

VEUVE CLICQUOT PONSAUDIN.

JULES MUMM & Co., pints & quarts

CLARETS—

CHATEAU MARGAUX.

CHATEAU LA ROSE, pints & quarts.

CHATEAU LAFITE,

LES GRAVES,

BREAKFAST CLARET,

SHERRIES & PORT—

SACCONI'S MANZANILLA & AMON-

TILLADO.

SACCONI'S OLD INVALID PORT

(1848).

HURT'S PORT.

BRANDY, WHISKY, LIQUEURS, &c.—

1 and 3-star HENNESSY'S BRANDY.

BEAUMAIS & Co.'s BRANDY.

FINLAY'S OLD BOURBON WHISKY.

KINAHAN'S LL WHISKY.

ROYAL GLENDEE WHISKY.

CHARTREUSE.

MARASCHINO.

CURACAO.

ANGOSTURA, BAKER'S and ORANGE BITTERS.

&c., &c., &c.

BASS'S ALE, bottled by CAMERON and SAUNDERS, pints and quarts.

GUINNESS'S STOUT, bottled by E. & J. HUBLEY, pints and quarts.

PILSENER BEER, in quarts.

DRAUGHT ALE and PORTER, by the Gallon.

ALE and PORTER, in hogheads.

SPECIALLY SELECTED

G I G A R S .

Fine New Season's CUMSHAW TEA, in 5 and 10 catty Boxes.

BREAKFAST CONGOU @ 25 cents p. lb.

SEASIDE LIBRARY, 15 to 25 cents.

FRANKLIN SQUARE LIBRARY, 15 to 25 cents.

MILNER'S PATENT FIRE-PROOF SAFES, and CASH BOXES, at Manufacturer's Prices.

Hongkong, June 1, 1882.

Mails.



Occidental & Oriental Steamship Company.

TAKING CARGO AND PASSENGERS TO JAPAN, THE UNITED STATES, MEXICO, CENTRAL AND SOUTH AMERICA, AND EUROPE, VIA THE OVERLAND RAILWAYS, AND ATLANTIC & OTHER CONNECTING STEAMERS.

THE S. S. ARABIC will be despatched for San Francisco via Yokohama, on TUESDAY, the 4th July, 1882, at 3 p.m. Connection being made at Yokohama, with Steamers from Shanghai and Japan ports.

All Parcel Packages should be marked to address in full; and same will be received at the Company's Office, until 5 p.m. the day previous.

A REDUCTION of 25% made on all RETURN PASSENGER ORDERS ISSUED.

Consular Invoices to accompany Overland, Mexican, Central and South American Cargo, should be sent to the Company's Office addressed to the Collector of Customs, San Francisco.

Terms of Advertising, same as in Daily China Mail.

Not Responsible for Debts.

Neither the Captain, the Agents, nor Owners will be Responsible for any Debt contracted by the Officers or Crew of the following Vessels, during their stay in Hongkong Harbour:—

EVIE REED, American barque, Capt. B. S. Baird.—Melchers & Co.

FLINTSHIRE, British steamer, Captain W. R. Courtney.—Adamson, Bell & Co.

HORNPSUR, British barque, Captain E. Z. Bunje.—A. G. Morris.

ICE KING, American ship, Captain Goo. Bartlett.—Holliday, Wise & Co.

JUPITER, German barque, Captain F. Ulrich.—Cheney.

KABOW, British barque, Capt. J. Gadd.—Adamson, Bell & Co.

STILLWATER, British barque, Captain J. L. DEMP.—Douglas Lapraik & Co.

VALPARAISO, German barque, Captain F. Meyer.—Melchers & Co.

XENA, American barque, Captain N. E. Reynolds.—Captain.

NOTICES to Consignees.

BEN LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

FROM GLASGOW, SINGAPORE AND MANILA.

THE Steamship *Brander*, HARVIE, Commander, having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods—with the exception of Opium—are being landed at their risk into the Godowns of the Under-signed, whence and/or from the Wharves or Docks delivery must be obtained.

Optional Cargo will be forwarded unless notice to the contrary be given before 5 P.M. To-DAY.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 25th instant will be subject to rent.

No Fire Insurance has been effected.

An Average Bond will be sent for signature of Consignees.

Bills of Lading will be countersigned by GIBB, LIVINGSTON & Co., Agents.

Hongkong, June 15, 1882. je25

NOTICE TO CONSIGNEES.

S. S. "NIGATA MARU," FROM KOBE AND NAGASAKI.

FOR YOKOHAMA.

The Steamship "Strathmore," Captain ROWELL, will be despatched for the above Port on FRIDAY, the 23rd Inst., at 3 p.m.

For Freight or Passage, apply to RUSSELL & Co.

Hongkong, June 21, 1882. je23

NOTICE TO CONSIGNEES.

FOR SHANGHAI-VIA AMOY.

(Taking Cargo & Passengers at through routes for NINGPO, CHEFOO, NEW CH'WANG, TIENTSIN, HANKOW and Ports on the YANGTZE.)

The Co.'s Steamship "Laerte," Captain BRAVO, will be despatched on or about the 20th instant, will be loaded and stored at Consignee's expense and risk.

No Fire Insurance will be effected.

Ex *Inaudacy*.

G B, case Concretes, Order, from Saigon.

G. de CHAMPEAUX, Agent.

Hongkong, June 14, 1882. je26

COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE TO CONSIGNEES.

CONSIGNEES of the following Cargo are requested to send in their Bills of Lading to the Under-signed for counter-signature, and take immediate delivery. This Cargo has been landed and stored at their risk and expense.

No Fire Insurance has been effected.

Ex *Inaudacy*.

G. de CHAMPEAUX, Agent.

Hongkong, June 14, 1882. je23

Intimations.

THE CHINESE MAIL.

THIS paper is now issued every day. The subscription is fixed at Four Dollars per annum delivered in Hongkong, or Seven Dollars Fifty Cents including postage to Coast ports.

It is the first Chinese Newspaper ever issued under purely native direction. The chief support of the paper is of course derived from the native community, amongst whom also are to be found the garrulous and securities necessary to place it on a business and legal footing.

The projectors, basing their estimates upon the most reliable information from the various Ports in China and Japan, from Australia, California, Singapore, Penang, Saigon, and other places frequented by the Chinese, consider themselves justified in guaranteeing a large and ever-increasing circulation. The advantages offered to advertisers are therefore unusually great, and the foreign community generally will find it to their interest to avail themselves of them.

The field open to a paper of this description—conducted by native efforts, but progressive and anti-obstructive in tone—is almost limitless. It on the one hand commands Chinese belief and interest, while on the other it deserves all the confidence of its readers.

Like English journals it contains Editorials, News and Advertisements.

Subscription orders for the above may be sent to GEO. MURRAY BAIN, China Mail Office.

Hongkong, June 19, 1882. je29

NOTICE TO SHIPPERS.

of Due de Laval, falls wounded on the head at Austerlitz, falls wounded on the head in action and is returned in the list of those killed in action. The mucky De Laval, who married Do Mouriente's widow and succeeds to the estate, is somewhat disconcerted by the re-appearance of the old Colonel, eighteen years after the battle; but, as the wound received by the Colonel on the head at first caused delirium and left its mark in irritability, and he had therefore been more than once confined in a mad-house, the Duke de Laval had used this circumstance to keep up the illusion that the old soldier was insane. Upon the Colonel's re-appearance, therefore, De Laval again contrived to get him once more imprisoned in a lunatic asylum, and this time with the assistance of Melaine, the Colonel's daughter. The denouement is brought about by certain old jewels, and descriptions thereof given by the Colonel to Melaine, whose conviction of her father's identity became so strong as to cause her to become the part she had taken in confining him a second time. A Doctor Feldheim, who is of course in love with Melaine, opportunely assists the girl to effect her purpose of releasing her father, against the wishes of the villainous Duke de Laval; and duplicates of papers proving the identity of Do Mouriente, the originals of which had been stolen and destroyed by the Duke, are produced just as the old Colonel is about to poison himself in his cell. The Mouriente triumph, and the Duke sinks away like a star.

By the representation of the play here briefly sketched, the company earned the hearty applause of the somewhat limited audience assembled to witness it. As might be expected, most of the members of the company are more at home in modern drama than they possibly can be in Shakespearean plays; and the result was that the performance as a whole seemed to be more of a general success than several of its predecessors. For obvious reasons actors who can play the modern pieces but moderately well can never succeed in interpreting Shakespeare with anything like satisfaction to intelligent audiences.

Herr Bandmann's rendering of the part of *Colonel Mouriente* was, from first to last, an exceedingly admirable piece of tango-comedy acting. As the bold officer of the Grand Army thirsting for glory under the wonderful "little Corporal" and the Imperial Napoléon eagle, bidding farewell to his wife and child, he was consistently natural and effective; while, as the old man, who has passed through eighteen years of suffering, and who after those years of longing is again unjustly shut up in a mad-house instead of returning to the only remaining solace of his daughter's love, Mr Bandmann exhibited those exceptional powers of dramatic representation which have made his name famous all the world round and given such genuine pleasure during his stay here in Hongkong. In the scenes where he discovered that his daughter had led him back to the mad-house his misery was such as called forth the wish that we might see the tragedian in King Lear; and in his pathetic scenes, where the pont-up father's love came out strong and triumphant, Mr Bandmann was very effective and never beyond the bounds of good taste. Miss Beaudet doubled the parts of *Madame Mouriente* and the grown-up daughter, Melaine; and in the character of the daughter she embraced the opportunity of fully sustaining her reputation. Her doubts as to her father's identity, her grief when these doubts were removed over the part she had taken in his second confinement, and the determined stand that she took to see him righted, were admirably rendered; and it was during the doubting time that she sang the ballad "Have I not been kind to thee?" for which she was deservedly applauded. Miss Beaudet and Mr Bandmann were enthusiastically called upon more than once during the performance.

The part of the Due de Laval was filled by Mr D'Orsay Osgood, and he dressed the character exceedingly well, for he looked the scheming, sinister villain with a commendable effect, especially when he shone off at the triumphal scene. Mr R. J. Ammann played gracefully and well as Dr. Fiddekin, the lover of Melaine; while Miss Ferguson (as *Marietta*, the vivandière) and Mr Russell (as *Simeon*) caused much amusement by their lively colloquies and most spirited acting. At the close, the audience were most hearty in their approbation; and the performance was generally pronounced to have been one of a most enjoyable character.

SUPREME COURT.

IN CRIMINAL SESSIONS.

(Before the Hon. G. Phillips, Chief Justice.)

Wednesday, June 21.

BANDMANN & FRASER-SMITH.—LAW CASE.

Mr Mackean, instructed by Messrs Breton and Wotton, appeared for the prosecution. The defendant was present.

Mr Mackean renewed his application to have a special day appointed for the hearing of this case. He said the following affidavit had been filed by Mr Fraser-Smith since the case was last before the Court:

"I, Robert Fraser-Smith, of Victoria in the Colony of Hongkong, newspaper proprietor, make oath and say as follows:

"I have read an affidavit of Daniel Edward Bandmann sworn on the day of June 1882."

The statement in the 3rd paragraph of the said affidavit that the said Daniel Edward Bandmann caused the advertisement in the *Hongkong Telegraph* to be withdrawn, is not correct. I received instructions from the agents in Hongkong of the said Daniel Edward Bandmann to insert an advertisement in my paper of the performance by the said Daniel Edward Bandmann of the plays of Hamlet and the Merchant of Venice which were duly inserted. The advertisement was not withdrawn as stated in the said 3rd paragraph of the said affidavit, as I only received instructions to advertise the two performances above mentioned.

In reply to paragraph 6 of the said affidavit, I say it is untrue that the said Daniel Edward Bandmann has under engagement in his tour nine actors and actresses. I say that there are only seven actors and actresses at present under engagement to the Bandmann Beaudet combination. I further say that it is untrue that the said Daniel Edward Bandmann pays the said actors and actresses heavy salaries, as appears from a statement furnished to me by members of the said company to which I beg leave to refer and to agreements with Miss Ferguson and Mr Russell, members of the said company, to whom I beg leave also to refer.

In reply to paragraph 7 of the said affidavit, I say that the daily expenses of maintaining the said Daniel Edward Bandmann and his Company do not amount to anything like \$100 a day, independently of his own time, as will appear from the statement and the said agreement above referred to.

In reply to paragraph 8 of the said affidavit, I say that from enquiries I made at the office of the P. & O. S. Company in this Colony, I ascertained that the said Daniel Edward Bandmann has not secured passage for himself and Company by the S. S. *Brindisi* to leave on the 2nd instant.

In reply to paragraph 9 of the said affidavit I say that I have been informed by my Brotherland by Mr Ogden, one of the members of the said Company, who have lived in Queensland, that the Theatrical season lasts from the month of August to the end of January.

I say that I was not served with the copy of the information herein until late in the afternoon of the 19th of June instant. I say that the said information is very long and technical, and that I will require some time to prepare for my defense.

I say that, in consequence of the absence in Shanghai of two witnesses whom I intend to call upon the trial of this case, I cannot be ready for trial during the present sessions of the Supreme Court.

Mr Mackean then read two affidavits which had been put in, in reply to the above; they are as follows:

"1. Daniel Edward Bandmann, at present of Victoria in the Island of Hongkong, make oath and say as follows:

"I have read the copy of affidavit of Robert Fraser-Smith, which I am informed by Mr William Wotton, my solicitor, was served upon him on the 20th day of June inst., at 10 o'clock.

"In answer to paragraph 5 of the said affidavit, I say that I have secured passages for myself and company, nine persons in all, by the P. & O. S. Co.'s steamship *Brindisi*, advertised to leave on the 23rd inst., and that the paper writings marked respectively A. B. and C. produced and shown to me at the time of viewing this affidavit are the said passage tickets.

"In answer to the second paragraph of the said affidavit I say that I did withdraw and desist to continue my advertisement in the *Hongkong Telegraph* as stated in my affidavit of the 19th inst., and had it not been for a letter which appeared in the said paper of the 7th inst., I should not have withdrawn the said advertisement.

The Attorney General, the Hon. E. L. O'Malley, instructed by the Crown Solicitor, Mr Sharp, prosecuted.

Mr Mackean, instructed by Messrs Breton and Wotton, appeared for the defendants.

The following Jury was empanelled: Messrs J. B. Gomes, Jr., C. H. Drude F. W. Heuermann, C. W. Richards, F. W. Lenke, A. C. More and E. C. Ray.

Israel L. Dolph, master of the British ship *Stillwater*, and John Cox, mate of the same vessel, were charged with inflicting grievous bodily harm and ordinary assault on the persons of William Dyer and Joseph Harrington while on the high seas on the 4th of April last.

The Attorney General, in opening the case, said it appeared that on the day mentioned a quarrel of some kind had taken place on board the *Stillwater*, and that after the row had been put an end to Dyer and Harrington were taken aft by the Captain, tried up in a barbarous manner, and were unmercifully flogged. The complainants relate that they had been assaulted with knuckle-dusters, and belaying pins and exposed to other violence. He submitted that the case *prima facie* against the defendants would be sufficient to warrant the charges made—Of course much might be said in excuse of the action of the defendants, and the necessity and pressure of the circumstances would be used as sufficient excuse to remove it from the category of criminal cases. However, he would not anticipate that the punishment was inflicted because in the captain's opinion the punishment was necessary to preserve order.

Mr Mackean then addressed the jury and said that his defence was still the same as he had intimated it would be. The case for the prosecution with reference to the blows that were struck and with reference to what had happened between the first mate and the steward and the man Dyer had been grossly exaggerated.

The punishment inflicted by the captain was justifiable, and absolutely necessary to maintain order on board his vessel. It had been laid down that the master of ship was entitled if there had been any disobedience of orders, or if there had been any show of mutiny, and if there had been any disturbance, to mete out punishment. Of course the amount of punishment must be reasonable as described by the prosecutor. He did not think the punishment inflicted in this case was in any way severe. He went over the evidence in detail, and asked the jury to deliberate the witness Dyer: he also asked them to consider the effect of their verdict if it were against the defendants.

The Attorney General said it was not for the jury to take into consideration the consequences that might attend their verdict, but their duty was merely looking at the evidence, to consider whether the charge had been brought home to their satisfaction. He pointed out several differences between the account given by the witnesses for the defence, and that contained in the official log book. He also pointed out that the steward was the aggressor on both occasions.

Mr Mackean, in opening the case for the defence, said the Attorney General in opening remarked that it was a case in which the principal charge against the two defendants was that they had strung up these three men in a cruel manner, and had flogged them most unmercifully, having as sanitary conditions as they had.

At that stage of the case he did not intend to comment on the evidence, as he would have an opportunity of doing so afterwards.

Mr Mackean then said that the parties should be given notice of trial of five days before the opening of the Sessions.

Mr Mackean said the Magistrate committed the case for trial at the next Criminal Session.

The Lordship said that the way in which the Court got hold of the depositions was from the notice given by the Registrar, otherwise there would be no occasion for notice of trial.

Mr Mackean said of course it must be taken that the notice had been served was not a correct notice. He presumed that in the notice that had been served five days' notice of trial had not been given.

The application he made was that the case, under the peculiar circumstances, be held five days after.

His Lordship said that was just the question, whether, after the Sessions were commenced, notice could be served of trial to take place five days afterwards. They could serve notice of the form given in the schedule.

Mr Mackean said the form in the schedule was only intended, as such, to show it could be done in, but there was no reason why he should not be called upon to appear for trial five days after notice had been served.

His Lordship said that the only effect of that would be that when Mr Smith was called upon he could, on the 21st instant, get the five days' notice he was entitled to. It seemed to him that the sections could not be construed in any other way than that five days' notice of trial before the opening of the Sessions had to be given, except in a special case, a thing which the legislature had not provided for.

Mr Mackean said that under another Section the Court might with due notice hold an additional Sessions.

His Lordship said that Section was repealed by Ordinance No. 2 of 1882.

Mr Mackean understood that it was still in force. It had been re-enacted now.

Mr Mackean said, under the circumstances, and as His Lordship had intimated such a strong opinion—

His Lordship: I have only intimated what seemed to me to be the true construction of the section. I should like to hear what the Attorney-General has to say.

The Attorney General said that from his point of view he could only state that it had been the practice hitherto, a very convenient practice, that the directions in the statute should be regarded rather as directory, than conditional. Where it had been found convenient, and where a Session was still going on, it had been customary to file an information and serve it upon the defendant, and five days afterwards a day was fixed for the trial. There had many cases in which the late Chief Justice Smale had adjourned the Sessions purposely with the view of allowing the necessary notice to be served.

His Lordship said of course if the parties waived objection, a day could be fixed.

Mr Fraser-Smith was not satisfied with the notice. He was called there at 10 o'clock on the morning of the 19th, and the notice was served hours afterwards.

His Lordship said to Mr Mackean that he

did not see any object would be gained by an adjournment of the Sessions, as clearly the notice which Mr. Smith had received was not right. He thought the true construction of the Ordinance was that notice of trial had to be given five days before the first day of the Sessions.

Mr Mackean said he would vary the application, and apply for an additional session to be held.

His Lordship thought notice would have to be given to Mr Smith.

Mr Mackean said if his Lordship would consent he would give notice of the application this afternoon.

His Lordship asked if Mr. Smith if he would be prepared.

Mr Fraser-Smith said he could not be prepared.

His Lordship: The application is for a special session.

Mr Fraser-Smith: Which I shall oppose.

His Lordship: Which you can oppose but there is no reason why you should not be prepared to argue against the application.

Mr Fraser-Smith said he would be very glad if his Lordship would make it to tomorrow morning at 10 o'clock. He had his business to attend to.

His Lordship: Very well.

Mr Mackean asked if His Lordship would be in the event of his granting a Special Session, direct that the information be re-served.

His Lordship said he would advise that the present information be withdrawn.

CHARGE AGAINST A SHIP CAPTAIN AND CHIEF OFFICER.

The Attorney General (the Hon. E. L. O'Malley), instructed by the Crown Solicitor, Mr Sharp, prosecuted.

Mr Mackean, instructed by Messrs Breton and Wotton, appeared for the defendants.

The following Jury was empanelled:

Messrs J. B. Gomes, Jr., C. H. Drude F. W. Heuermann, C. W. Richards, F. W. Lenke, A. C. More and E. C. Ray.

Israel L. Dolph, master of the British ship *Stillwater*, and John Cox, mate of the same vessel, were charged with inflicting grievous bodily harm and ordinary assault on the persons of William Dyer and Joseph Harrington while on the high seas on the 4th of April last.

The Attorney General, in opening the case, said it appeared that on the day mentioned a quarrel of some kind had taken place on board the *Stillwater*, and that after the row had been put an end to Dyer and Harrington were taken aft by the Captain, tried up in a barbarous manner, and were unmercifully flogged.

The complainants relate that they had been assaulted with knuckle-dusters, and belaying pins and exposed to other violence.

Mr Mackean then addressed the jury and said that his defence was still the same as he had intimated it would be.

The case for the prosecution with reference to the blows that were struck and with reference to what had happened between the first mate and the steward and the man Dyer had been grossly exaggerated.

Mr Mackean then addressed the jury and said that his defence was still the same as he had intimated it would be.

The case for the prosecution with reference to the blows that were struck and with reference to what had happened between the first mate and the steward and the man Dyer had been grossly exaggerated.

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Mr

INSURANCES.

THE LONDON ASSURANCE.
INCORPORATED BY ROYAL CHARTER OF
His Majesty King George The First,
A. D. 1720.

THE Undersigned having been appointed Agents for the above Corporation are prepared to grant Insurances as follows—
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Policies at current rates, payable either here, in London or at the principal Ports of India, China and Australasia.

Fire Department.
Policies issued for long or short periods at current rates.

Life Department.
Policies issued for sums not exceeding £5,000 at reduced rates.

HOLIDAY, WISE & CO.
Hongkong, July 25, 1882.

THE SOUTH BRITISH FIRE AND MARINE INSURANCE COMPANY OF NEW ZEALAND.

CAPITAL £1,000,000 (One Million Sterling).
Unlimited Liability of Shareholders.

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GEO. R. STEVENS & CO.
Hongkong, July 1, 1882.

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Agent, M. B. M. S. S. Co.
Hongkong, April 26, 1882.

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If required, protection will be granted on first class Lives up to £1,000 on a Single Life.

For Rates of Premiums, forms of proposal or any other information, apply to ARNHOLD, KARBERG & CO., Agents, Hongkong & Canton.

Hongkong, January 4, 1887.

VANGTSEZ INSURANCE ASSOCIATION.

CAPITAL (Fully Paid-up)... £1,420,000.
PERMANENT RESERVE... £230,000.
SPECIAL RESERVE FUND... £190,563.95

TOTAL CAPITAL AND ACCUMULATIONS, 6th April, 1882... £1,740,563.95

Directors.
H. DE C. FORBES, Esq., Chairman.
J. H. PINCKYSS, Wm. MEYERINK,
Esq.
A. J. M. INVERARLY, G. H. WHEELER,
Esq.

HEAD OFFICE—SHANGHAI,
Messrs RUSSELL & CO., Secretaries.

LONDON BRANCH:
Messrs BARING BROTHERS & CO.,
Bankers.

RICHARD BLACKWELL, Esq., Agent,
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Hongkong, May 8, 1882.

NOTICE
QUEEN FIRE INSURANCE COMPANY.

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NORTON & CO., Agents.
Hongkong, May 10, 1882.

THE CITY OF LONDON FIRE INSURANCE COMPANY, LIMITED.

CAPITAL, £2,000,000 | PAID-UP, £200,000.
PAID-UP RESERVE FUND, £50,000.

THE Undersigned having been appointed Agents for the above Company are prepared to ACCEPT RISKS against FIRE at Current Rates.

GEO. R. STEVENS & CO.
Hongkong, January 1, 1882.

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Capital of the Company £1,000,000 Sterling of which is paid up £100,000.
Reserve Fund upwards of £120,000.
Annual Income £250,000.

THE Undersigned have been appointed Agents for the above Company at Hongkong, Canton, Foochow, Shanghai, and Hankow, and are prepared to grant Insurances at current rates.

HOLIDAY, WISE & CO.
Hongkong, October 15, 1882.

NORTH BRITISH & MERCANTILE INSURANCE COMPANY.

The Undersigned, Agents of the above Company, are authorized to insure against FIRE at Current Rates.

GILMAN & CO.
Hongkong, January 1, 1882.

Visitors' Column.

We have instituted an experimental VISITORS' COLUMN, which we trust will prove successful, and be found useful. To it will be relegated from time to time such items of information, lists, tables and other intelligence as is considered likely to prove valuable to persons passing through the City, and in connection with which we have opened a SELECT HOTEL AND BUSINESS DIRECTORY, applications for enrolment into which we are now ready to receive.

List of Public Buildings.

Government House, North of Public Gardens.

Holiday, Wise & Co.—Free.

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